



Report to the Auburn City Council

Action Item	4
Agenda Item No.	
City Manager Approval	

To: Mayor and City Council Members
From: Jack Warren, Director of Public Works/City Engineer
Bernie Schroeder, Engineering Division Manager
Date: January 26, 2009
Subject: Consultant Agreement for the Falcons Point Sewer Pump Station

The Issue

Shall the Council approve a consultant agreement with Giuliani & Kull, Inc. for design engineering services for the Falcons Point Sewer Pump Station?

Conclusion and Recommendation

Staff recommends that the City Council, by **RESOLUTION**, authorize the Director of Public Works to execute a consultant agreement with Giuliani & Kull, Inc. for design engineering services for the Falcons Point Sewer Pump Station.

Background

The Falcons Point Sewer Pump Station project involves expanding capacity of the Pump Station as well as upgrading the Pump Station operationally. The Falcons Point Pump Station was originally constructed in 1988 and is in need of operational upgrades and replacement of pumps to remain in compliance with new Regional Water Quality Control Board standards for lift stations. The preliminary engineering has been completed and the agreement with Giuliani & Kull, Inc. will prepare the final design plans and specifications for the pump station project.

This particular lift station was due to receive a portion of these upgrades as part of the Canyon Rim Subdivision improvements. We estimate approximately 25% of the project costs will be reimbursed to the City for their share. Currently the City holds security for this reimbursement in an amount of \$54,500.

Alternatives Available to Council; Implications of Alternatives

1. Proceed with Staff Recommendation
2. Do not proceed with staff recommendation

Fiscal Impact

In the Scope of Services from Giuliani & Kull the budget is a total of \$34,300. The City's 2008-09 Proposed Budget includes a capital project titled Falcons Point Lift Station which includes funding at \$200,000.

Attachment: Consultant Agreement –Giuliani & Kull, Inc.
Resolution

PROFESSIONAL SERVICES AGREEMENT
(City of Auburn / Giuliani & Kull, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and **Giuliani & Kull, Inc.** a *California, Corporation* ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant for the Design Engineering Services for the Falcon Points Sewer Pump Station.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's December 30, 2008 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's December 30, 2008 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 "Commencement Date": January 27, 2009.
- 3.4 "Expiration Date": January 27, 2010.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Thirty Four Thousand Three Hundred Dollars (\$34,300) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Edward Giuliani** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of

Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or

injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of

cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Auburn
1225 Lincoln Way
Auburn CA 95603
Telephone: (530) 823-4211 x ____
Facsimile: (530) 823-4216

If to Consultant:

Giuliani & Kull, Inc.
C/O Edward Giuliani
500 Wall St, St A
Auburn, Ca 95603
Telephone: (530) 885-5107
Facsimile: (530) 885-5157

With courtesy copy to:

Michael G. Colantuono, Esq.
Auburn City Attorney
Colantuono, Levin & Rozell, APC
11406 Pleasant Valley Road
Penn Valley, CA 95946-9024
Telephone: (530) 432-7359
Facsimile: (530) 432-7356

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily

performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action,

whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Auburn

"Consultant"
Giuliani & Kull, Inc.

By _____

By: Edward M. Giuliani *president*
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Attest:

By _____
Deputy City Clerk

Date: _____

Approved as to Form:

By _____
City Attorney

Date: _____

GK **Giuliani & Kull, Inc.**
Engineers • Planners • Surveyors
San Jose - Oakdale - Auburn

December 30, 2008

Bernie Schroeder
Engineering Division Manager
Department of Public Works
City of Auburn
1225 Lincoln Way
Auburn, CA 95603

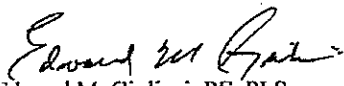
Re: Falcon Point - Lift Station Upgrade
Proposal for Engineering Services

Thank you for the opportunity to offer engineering services in conjunction with the re-development of the Falcon Point Lift Station. The attached proposal details the necessary preparation of construction documents for the lift station upgrade. The Vintage Oaks Lift Station, currently under construction, was utilized as a guide for component requirements desired by the City for Falcon Point. Our services for this project will include all civil, structural and electrical plan designs necessary for the preparation of the construction documents.

While discussing the project with the electrical engineer, it was noted that the Vintage Oaks project did not include a SCADA functionality option. My understanding is that revisions to the waste water treatment plant are incorporating possible communication connectivity with lift stations. Perhaps the option of SCADA link or similar communication should be considered for Falcon Point.

In the attached agreement proposal I've detailed a Scope of Services based upon our discussions. Please review the scope to confirm the engineering tasks proposed. If any changes or additions are required, don't hesitate to contact me.

Sincerely,


Edward M. Giuliani, PE, PLS
Giuliani & Kull, Inc.

500 Wall Street • Auburn, California 95603 • (530) 885-5107 • Fax (530) 885-5157

AGREEMENT

PROPOSAL FOR ENGINEERING SERVICES

CLIENT

Bernie Schroeder
Engineering Division Manager
Department of Public Works
City of Auburn
1225 Lincoln Way
Auburn, CA 95603

CONSULTANT

Edward M. Giuliani, PE # 34705, PLS # 5907
Giuliani & Kull, Inc.
500 Wall Street, Suite A
Auburn, CA 95603

This agreement entered into in Auburn, California hereby binds the Client and Consultant to the following Scope of Services and Compensation:

PROJECT BACKGROUND

The proposed project is the re-development of the Falcon Point Sewage Lift Station. The existing lift station is to be upgraded with a new wet well, duplex pump system, electrical controls and back up generator within an enclosed structure. The entire system is to be similar in configuration with the Vintage Oaks Lift Station recently let for construction.

SCOPE OF SERVICES

The following scope of services is offered for the preparation of the engineering work effort:

Task 1 - Lift Station Improvement Plans

Lift Station Street Improvement Plans will be prepared for the proposed project. Plans shall include complete notes and details associated with the site development involving demolition of any existing features, construction of new pavement and drainage facilities, fencing and signage

if required.

Building details associated with the generator enclosure will be provided defining structural walls, foundations and notes needed for construction.

Wet well configuration, section and details will be provided for the necessary construction. Connections to existing piping and utilization of existing well details will be included.

Electrical design details will be provided for the generator building, standby generator, transfer switch, duplex pumps, etc. Sizing of the pump flow requirements and associated wet well dimensions will be based upon the previous flow study prepared by King Engineers. Back up generator electrical output will comply with site power needs.

Project specifications inclusive of contract documents and technical specifications will also be prepared for the contract coordination. The previously prepared Vintage Oaks specifications will be utilized as a guide for the project specifications of this job.

The upgrade to the Falcon Point Lift Station is similar in scope to the Vintage Oaks project currently under construction. This proposal and contract document is based upon a similar end result lift station upgrade. Any variation to the project plans and/or construction alterations at Vintage Oaks should be reviewed for benefit application or compatibility with the Falcon Point project.

Construction administration associated with this project will include: assistance with the bidding process; review of contractor change order requests; and site review for final construction punch list.

SERVICES NOT INCLUDED

The following services are specifically not included as a part of the consultants work effort under this contract:

- Soils or geotechnical engineering services
- Structural engineering services (beyond the generator structure)
- Blue printing or reproduction costs
- Construction inspection or construction staking

The above listing is not intended to be exhaustive and shall not be construed to include any work as offered under this proposal as specifically identified in the Scope of Services.

CLIENT PROVIDED DATA

The following data information and materials are to be provided by the Client:

- Existing utility network plans
- Previous improvement and/or subdivision plans
- Previous report documents
- Site access

COST OF SERVICES

The professional services described in the Scope of Services are offered for the following fees:

Task 1 - Lift Station Improvement Plan	\$34,300.00
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TERMS

The services described herein will be provided in accordance with the City of Auburn Professional Service Agreement. Invoices will be payable within 30 days of the date of invoice. Extra work items or other additional services (beyond those described herein) will be provided in accordance with our standard schedule of hourly rates in effect at the time the work is performed.

Falcon Point Sewer Lift Station Upgrade **Contract Documents - Task Breakdown**

Site Civil Improvements		\$4,825
site plan preparation, grading & drainage, fencing, pavement, curbs, off-site power coordination, control elevations, building coord., slab & concrete details, abandonment & removal details		
Principal Engineer	2 hrs	
Associate Engineer	24 hrs	
Senior Drafter	25 hrs	
Building Design		\$4,200
size & equipment coordination, foundation details, wall details, roofing details, structural calculations		
Principal Engineer	2 hrs	
Associate Engineer	22 hrs	
Senior Drafter	20 hrs	
Wet Well Details		\$3,200
size confirmation, connection details, mechanical sections, control elevations, valve details, equipment coord, force main tie ins, wet well details		
Principal Engineer	2 hrs	
Associate Engineer	12 hrs	
Senior Drafter	20 hrs	
Details & Notes		\$4,350
site details, equipment details, cover page, etc. & coord.		
Principal Engineer	2 hrs	
Associate Engineer	15 hrs	
Senior Drafter	30 hrs	
Electrical Design		\$11,050
electrical symbols, line diagrams, pump sizing, controller coordination, PG&E coord, elec. site plan, building power & lighting plan, generator coord, switch details, pump system coord,		
Principal Engineer	2 hrs	
Associate Engineer	65 hrs	
Senior Drafter	50 hrs	
Project Documents & Technical Specifications		\$2,800
doc & spec preparation, bid schedule, general provisions, etc.		
Principal Engineer	2 hrs	
Associate Engineer	25 hrs	
Project Coordination		\$2,075
City review, PG&E coordination, revisions, contractor coordination		
Principal Engineer	1 hrs	
Associate Engineer	15 hrs	
Senior Drafter	5 hrs	
Construction Administration		\$1,800
bidding coordination, change order processing, final site review		
Principal Engineer	2 hrs	
Associate Engineer	15 hrs	



SCHEDULE OF HOURLY RATES
Effective 5-1-08

The following rates are applicable to hourly rate contracts, extra work items, and per diem accounts:

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 150.00
Senior Engineer	115.00
Associate Engineer	100.00
Senior Drafter	85.00
Drafter	75.00
Survey Technician	90.00
Field Crew / GPS Survey	185.00
Clerical	50.00
Expert Witness	\$ 250.00

Reproductions, copying, record maps, filing fees, and additional outside services will be billed at cost plus fifteen (15) percent. Field crew per diem cost is \$100 when mileage is in excess of 100 miles from office of origin. Vehicle mileage charge \$0.40/mile.

500 Wall Street • Auburn, California 95603 • (530) 885-5107 • Fax (530) 885-5157

RESOLUTION NO. 09-

RESOLUTION AUTHORIZING THE CONSULTANT AGREEMENT WITH GIULIANI
& KULL, INC FOR ENGINEERING SERVICES FOR THE FALCONS POINT SEWER
PUMP STATION

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the
Director of Public Works to execute a consultant contract with Giuliani & Kull,
Inc. for design engineering services for the Falcons Point Sewer Pump Station.

A true and correct copy of said Consultant Agreement is attached hereto as
Exhibit "A."

DATED: January 29, 2009

J.M. Holmes, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
that the foregoing resolution was duly passed at a regular session meeting of
the City Council of the City of Auburn held on the 26th day of January 2009 by
the following vote on roll call:

Ayes:

Noes:

Absent:

Joseph G. R. Labrie, City Clerk